

A. G. Contract No. KR891560TRD  
ECS File: JPA 89-97  
Project: 8B YU 4 H266901C  
Section: Yuma Urban Area (B-8)

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF YUMA

THIS AGREEMENT is entered into 16 February, 1990, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the City of Yuma, acting by and through its City Council, (the "City").

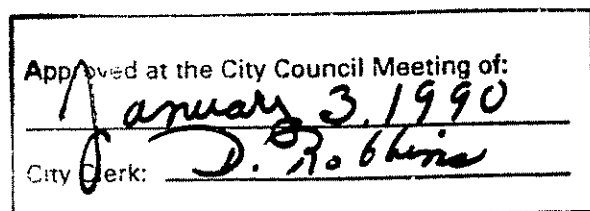
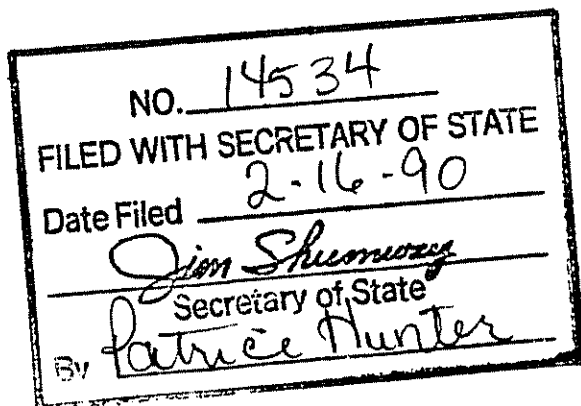
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and Yuma City Charter Article 3, Section 13, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on State Route B-8 at the following location:

From centerline roadway station 172+00 to centerline roadway station 230+50, and from centerline roadway station 262+90 to centerline roadway station 283+40, a net distance of approximately 1.49 miles.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State will prepare plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the City shall reimburse the State 25 percent of the landscape contract costs.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the landscaping and irrigation system within the right of way.

6. The City hereby agrees to maintain the landscaping and irrigation system in an attractive manner, as it was designed and approved by the State; and the City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's "Traffic Control Manual for Highway Construction and Maintenance."

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation  
Engineering Consultants Services  
205 South 17 Avenue, Room 118E  
Phoenix, AZ 85007

City of Yuma  
City Administrator  
180 W. 1st. Street  
Yuma, AZ 85364

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA  
Department of Transportation

By   
Title City Administrator

By   
ROBERT P. MICKELSON  
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 29th day of June 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Yuma for the purpose of re-landscaping and irrigating the median islands on B-8 in the City of Yuma.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller", written in dark ink.

CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

MINUTES OF THE REGULAR MEETING  
OF THE CITY COUNCIL OF THE CITY OF YUMA  
JANUARY 3, 1990  
5:00 P.M.

CALL TO ORDER

The Yuma City Council convened in regular session on the above date at the hour of 5:00 P.M. in the Council Chambers of the Yuma City Hall.

INVOCATION

The Invocation was given by Deputy Mayor Shoop.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilman Young.

ROLL CALL

Present: Councilmembers Steiert, Shoop, Peterson, Rodriguez, Young, and Mayor Tippet.

Absent: Councilman Godley.

I. SPECIAL DISCUSSION

Dave Campbell, Director of Development Services, stated that the location of the parcel under discussion was 2020 3rd Avenue. He gave a brief history of the land relating that it was annexed in 1946 being included in the Camino Real Subdivision which was platted in 1948. He pointed out the alley was dedicated at that time and stated that it was never used for any utility service. Further, that 30 years ago, the Saddle Club was constructed over part of the alley right-of-way. In 1986, as a result of inspections accompanying remodeling, numerous fire safety violations were noted and a nonoccupancy order was issued by the City of Yuma Fire Prevention Bureau in 1988. That the parcel in question was zoned B-2 or General Commercial which was established in 1952 and as per the City of Yuma Zoning Ordinance, the purpose of B-2 zoning was to provide for a wide range of business and commercial activities including medical clinics and hospitals. Further, that Citibank, the owner of the parcel, requested that the City abandon the 16 foot wide alley in the summer of 1989. The request was researched by Staff and presented to the Planning and Zoning Commission on September 12, 1989 wherein Staff recommended the abandonment. Such abandonment of right-of-ways did not require notification to adjacent property owners unlike rezoning requests. Normal agenda preparation procedures were followed with the time, place and agenda of meetings being posted 10

5. BID AWARD: 70"-73" ROTARY DIESEL MOWER - BID NO. 1250

Awarded bid to Bingham Equipment Company, Yuma, for three Kubota F-2100 W/72" Rotary Diesel Mowers, at a total cost of \$36,634.50.

6. BID AWARD: 1990 NEW INTERMEDIATE FOUR DOOR SEDAN - BID NO. 1252

Awarded bid for one 1990 Chevrolet Lumina Four door Sedan to Chapman Chevrolet, Phoenix, at a cost of \$11,079.13, utilizing the cooperative purchase agreement between the State of Arizona and the City.

7. BID AWARD: TOP DRESSER - BID NO. 1256

Awarded bid for one Turfco 85420 Mete-R-Matic II Top Dresser to Lawn and Garden, Phoenix, at a total cost of \$6,289.87.

8. BID AWARD: 3-WHEELED WORKCART - BID NO. 1254

Awarded bid to Simpson-Norton Corporation, Phoenix, for one 3-wheeled Cushman Work Cart, at a total cost of \$7,997.17.

9. BID AWARD: IBM SERIES I COMPUTER - BID NO. 1260

Authorized purchase of an IBM Series I Computer and operating system software, and 8 million bytes of memory and 4 additional communications ports for the AS/400. Combined estimated cost is \$38,386.20.

10. ARIZONA BLUE STAKE SERVICE AGREEMENT

Authorized City of Yuma to sign service agreement with Arizona Blue Stake Inc., for excavation notification requests.

11. ADOT LANDSCAPE MAINTENANCE AGREEMENT

Authorized the City Administrator to execute an agreement with ADOT for landscape maintenance of 32nd Street by the Parks Division.

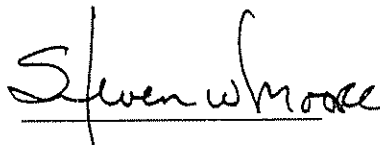
12. AUTHORIZE ACCEPTANCE OF GRANT AWARD AND PROVISION OF VARIOUS FORMS OF IN-KIND SERVICES

Accepted grant awards from the Arizona State Historic Preservation Office (SHPO) for the Certified Local Government

APPROVAL OF THE CITY ATTORNEY

*I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF YUMA and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.*

*DATED this 8th day of January, 1990.*

A handwritten signature in cursive script, reading "Steven W. Moore". The signature is written in dark ink and is positioned above a horizontal line.

*City Attorney*



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR891560TRE, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 8th day of February, 1990.

ROBERT K. CORBIN  
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Regan", is written over a horizontal line.

Assistant Attorney General  
Transportation Division